## **CALNET II RFP DGS-2053**

## Question and Answer Set #29 June 9, 2006

211. In Section 7, table 6.1.2.10.a, Interactive Voice Response (IVR) Services and Features (M-O), the State requests a single one time charge for Speech Recognition. This is an extremely complex application that is based on design and development time required. A large and very complex application can run as high as \$2M. Instead of a one time rate, could the State use an hourly rate with a quantity multiplier to establish a more realistic measurement?

Both Section 6 and Section 7 have "Speech Recognition" in the Desirable section of the applicable tables. Per the RFP, You may modify a Desirable section to accommodate your proposal. The State will not modify its requirement for a single one time charge.

212. In Section 6.1.3.2, ISDN Basic Rate Interface (BRI) (M-O), there is a requirement for the Contractor to provide a "B Channel Packet" option. The vendor that supplies the equipment for this service is manufacture discontinuing the equipment necessary to provide this. The industry is moving away form this type of option. Will the State consider removing this requirement for a service that is no longer being supported and is not being used by customers?

This was addressed in Addendum 31.

213. In Section 6.2.24, Management Tools and Reports, there is a requirement for a "web-enabled application" to allow on-line ordering and provisioning of services. Although a method could be developed to enable on-line ordering and provisioning, use of these types of tools are not conducive to ordering the large and extremely complex services that will be provided as part of a Module 2 Call Center Solution. These services will always require "coordinated" or "managed" project support for ordering and provisioning. Will the State please review and change this requirement?

Managed projects that require complex coordination or engineering are not subject to the requirements of online web enabled applications.

214. Reference Section 5.5.1 - To ensure consistency between Section 60 of the General Provisions to the CALNET II Contract as modified by the State during the RFP and Section 5.5.1, should the following change in Section 5.5.1 be made? Replace the 5th sentence (formerly "Where specific orders or costs are not

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required but are only allowed by the CPUC and FCC, such orders shall not be carried out without the expressed written approval of DTS/ONS, and likewise shall not incur additional costs to the State or to State or local Agencies, without expressed written agreement of DTS/ONS.") with "Where specific orders or costs are not required but are only allowed by the CPUC and FCC, the parties shall comply with Section 60 of the General Provisions to the CALNET II Contract."?

The State does not accept the proposed language. Section 5.5.1 is entitled CPUC and FCC Compliance. Appendix B, Section 60 addresses Service Taxes, Fees, Surcharges, and Surcredits. The referenced sections discuss totally different issues. Section 5.5.1 stipulates compliance with regulations and certifications while Section 60 speaks to application of taxes, fees, surcharges, and surcredits. Section 5.5.2 addresses Regulatory Services Taxes Fees and Surcharges and includes provisions for compliance with Section 60. The State does not see a need for the proposed modification in Section 5.5.1.

215. Reference Section 5.12.4 - To ensure consistency between Section 4.5.5.1.5 as modified by the State during the RFP and Section 5.12.4, should the following change to Section 5.12.4 be made? Replace "During the Term of the Contract, the State reserves the right to contact, consult or undertake business discussions with any subcontractor employee." with "During the Term of the Contract, the State reserves the right to request and participate with the Contractor in a discussion of rates and charges with Contractor(s)'s subcontractors consistent with this RFP when special state business circumstances and considerations require it. This request will not be unreasonably withheld."?

The State does not see the need to replace the language in Section 5.1.12.4 with the proposed language.

216. In Section 6.1.14.1 (Same requirement in Module 2) the State has a requirement that states "For the purpose of the cutover process, Transition is not deemed complete until customer billing accounts for disconnected services has been paid in full". Is the State making the transition plan of the incoming contractor dependent on the billing efforts of the outgoing contractor?

The incoming contractor's transition schedule is not dependent on the incumbent's billing. The purpose of this Requirement is to clarify responsibilities between the incoming contractor and the incumbent, because billing system cycles may not coincide with service transitioning processes. The new contractor will be required to assume service and billing responsibilities once it is providing the transitioned service, while the incumbent is responsible for ensuring its accounts are reconciled, including any outstanding bill disputes. Essentially, the incumbent is responsible to bring its accounts to a zero balance.

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217. In section 6.2.22.2.9, Provisioning SLA's under "Services", the following is included: Intra-LATA, Intrastate, Interstate Long Distance Calling for switched only (Dedicated - use transport provisioning SLA). Where is this Transport Provisioning SLA - it is not listed anywhere in Module 2?

This was addressed in Addendum 34.

218. In Section 1, the Services listed in Table 1.1 do not match the Technical Sections of the RFP. Items in Table 1.1 such as Intra-LATA Toll Free, Net Conferencing, etc, in Module 1 have been moved to Module 2. There have been many other changes in other Modules as well. Will all the Services listed in Table 1.1 be corrected in a future Addendum?

This will be addressed in a future addendum.

219. Section 6.1.12.2.7 requires PVC and CIR information by location. Providing this information is not reasonably possible. Would the State consider modifying this requirement?

This was addressed in addendum 35.

220. Section 4.5.5.2.3, Competitive Business Goals Between Affiliates (M), requires that Bidders describe in detail the process for how conflicts in competitive business goals between Affiliates and service Modules will be resolved so as not to negatively impact the provisioning of service to Customers. We do not understand what is being asked here. What would be an example of one of our affiliate's competitive goals? Any clarification would be appreciated.

It is possible that one bidder will be awarded multiple contracts, for example, Module 1 and Module 3. The State seeks assurance in some detail, that the business entity of the bidder organization that provides Module 1 services and the business entity that provides Module 3 services will not compete with one another in a way that might preclude or delay State customers from moving services from Module 1 to Module 3.

221. In Section 6.3.3 IP transport for Converged Services Page 48, the RFP text states:

Quality of Service Objectives:

Availability shall be 99.2 percent and shall be met through adherence to the following measurements. This shall apply to services provided on backbone network between IP router ports offered by the service provider.

•Packet loss shall be less than .5 percent (five tenths of one percent)

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•Jitter shall be less than 15 milliseconds in all cases

This implies the measurement points are the Provider Edge (PE) router ports. In section tables 6.3.14.2.7 through 6.3.14.2.10 the definitions read:

Packet loss is measured from Contractor's hand off to Customer at each end of data channel.

This implies the measurement points are the Customer Edge (CE) routers. This conflicts with the implied (PE) router methodology on Page 48.

Please clarify which measurement point the State prefers. If the State were to choose CEs, additional cost for measuring equipment may be built into vendors' solutions for measuring performance at the customer end of the access circuit versus the vendors end.

These measurements are related to CCH, not PE, and shouldn't be interpreted as such.

222. The State added the paragraph below to Tables 6.3.14.2.8 through 6.3.14.2.10. Table 6.3.14.2.7 is similar in nature. Did the State intend to add this paragraph to 6.3.14.2.7 as well as implied in Question Set 28 page 5?

This measurement applies to local loop transport under the control of the Contractor or not under the control of Contractor that do not exceed 70% peak utilization for three consecutive business days.

The State does not expect this measurement to be performed when there is competing/live traffic on link. Therefore, the referenced modification will not be added to 6.3.14.2.7 (Round Trip Transmission Delay).

223. Based upon the RFP, we would like to confirm the following:

Below is a list of plans that need to be written and their respective due dates.

- Business Plan due 30 days after Contract award See Performance Deficiency Table
- Training Plan to be finalized within 30 days after Contract award (See Section 6.1.4.5)
- Escalation Plan to be finalized within 30 days after Contract award (See Section 6.1.10.2.1

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- Statement of Work due between Intent to award and Contract award (See Attachment 2 of Appendix B)
- Description of Services due between Intent to award and Contract award (See Attachment 3 of Appendix B)
- Pricing submitted due between Intent to award and Contract award (See Attachment 4 of Appendix B)
- Authorized Subcontractors and Business Partners due between Intent to award and Contract award (See Attachment 6 of Appendix B)
- Disaster Recovery and Security Plan due within 90 days of the effective date (See Item 79 of Appendix B) -Also referenced in each Module
- Marketing Plan within 90 days after Contract award.
- The Business Plan shall be submitted with the Bidder's Final Proposal and resubmitted annually thereafter.
- Yes, Training Plan is to be finalized within 30 days after Contract award.
- Yes, Escalation Plan is to be finalized within 30 days after Contract award.
- The Statement of Work (SOW) is not a plan. Appendix B, Attachment 2 identifies the elements that comprise the SOW. The SOW format will be effective upon Contract award.
- Yes, Attachment 3 of Appendix B is due between intent to award and Contract award.
- Yes, Attachment 4 of Appendix B is due between intent to award and Contract award.
- Yes, Attachment 6 of Appendix B applies to subcontractors and business partner that are authorized to submit invoices. Attachment 6 should be submitted between intent to award and Contract award.
- Yes, the Disaster Recovery and Security Plan is due within 90 days of Effective date and within 30 days of each anniversary of the Effective date.
- Yes, the Marketing Plan is due within 90 days of Contract award and annually thereafter.
- 224. Based upon the RFP, we would like to confirm the following:

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In Addendum 31 the State changed the Section 6 reference and tables for Operator Services (Table 6.2.11.a (Section 6.2 page 38) Operator Services (M-O)) to only include Operator assisted calls.

The Pricing table in Section 7 still reflects four different features:

6.2.11.a, Operator Services (M-O)

A B C D E

Line item # Feature Name Bidder identifier One time cost per item, per call Model one time monthly qty

1 Operator assisted calls 50

2 Collect Calls 250

3 Third Party Billed4 Directory Assistance500

5 Model Monthly Totals:

6 Model Annual Totals:

How should we respond? Will the State be changing the table and if so how?

The pricing tables have been changed to match the changes in Addendum 31.

225. Reference section 7, exhibit 7, table 6.1.3.7.1.a, line items 5 and 6. Request that the State change quantities from 600,000 to 100,000. Reason: Data supplied by the state shows a quantity of 104,065 4K CIR increments. Inter-state quantities appear to be minimal. The over-statement of inter-lata and inter-state CIR quantities will unrealistically skew the State's cost evaluation.

The state is unable to determine the question being asked. Please refer to section 7.3 for further clarification on cost tables.

226. The RFP currently requires taxes and surcharges at a Service Level. This appears in all the modules in several different reports: Detailed of Services Billed Reports by Service and Detailed Services Report by Agency.

We request that the State consider modifying this requirement to provide taxes and surcharges at a BTN level with the agreement that the Contractor would only provide the taxes and surcharges in accordance with Section 60 of the Model Contract Language (Service Taxes, Fees, Surcharges, and Surcredits).

Will the State change this requirement?

Appendix B, Model Contract Language Section 60, was modified in Addendum 26 to include provisions for the Contractor to identify the Services(s) that will be subject to fees, taxes, or surcharges. While the State will not modify its Requirement for identification of taxes at the Service level, it will accept compliance with Section 60 as an alternative means to provide the State this information. Where the State has established Requirements in

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the RFP for identification of taxes and surcharges at the Service level, the Bidder may state its compliance with Section 60 to satisfy the Requirement.

227. We do not understand what the State has defined as "Historical Database Service" in Question 6.1.2.11.a Specialized Call Routing. could the State please provide further clarification as to what it is and how it ties into Specialized Call Routing?

Historical Database Service is a service to store archived data from the primary SCR database. The primary server collects the data and stores it for a designated number of months, and then the information is transmitted to the historical database service for storage and retrieval. This is an option that customers can purchase after the standard archival period has passed. This service shall be priced on a Gigabit per month basis.

228. Since we now are required to provide a "statewide" price for all services as described in Amendment #33, we will need State service information for all competitive territories. The State has provided service information on CNT-001. Can the State provide the same information for all other specific competitive territories? If not when?

The State defined statewide pricing in addendum 33 to clarify its intent for the Bidders. The requirement for statewide Contract pricing has not changed. The State has delivered to the Bidders all information that the incumbent Contractor has provided the State regarding services subscribed to under provisions of the CNT-001. No further service information is available.

229. Regarding table 6.1.11.2.14, TTR Minor fault, Tier 2 Objectives are more stringent than Tier 1 objectives. Section 6.1.11.1, SLA Overview, states:

Tier 1

[More stringent service level]

Tier 2

[Less stringent service level]

Objectives

Tier 1

Analog=less than 5 hours

DS0=less than 5 hours

DS1=less than 4 hours

DS3=less than 2 hours

DSL=less than 5 hours

DSL VPN=less than 5 hours

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ISDN=less than 5 hours

PRI ISDN=less than 5 hours

Gig Ethernet = less than 4 hours Tier 2

Analog=less than 3 hours

DS0=less than 3 hours

DS1=less than 3 hours

DS3=less than 3 hours

DSL=less than 3 hours

DSL VPN=less than 3 hours

ISDN=less than 3 hours

PRI ISDN=less than 3 hours

Gig Ethernet = less than 3 hours

Is table 6.1.11.2.14 correct??

This will be corrected in a future addendum.

230. Table 6.1.11.2.14 provides objectives for DSL and DSL VPN, but those services are not listed in the "Services" column of the same table. Does this SLA apply to DSL and DSL VPN?

DSL and DSL VPN will be removed from table 6.1.11.2.14 in a future addendum.

231. The State required through Q&A set 15, question 40, that "dedicated access for LD and Toll Free Services will be purchased through Module 2". However Section 7 has not been updated to provide a pricing table for dedicated access (LD Access Section 6.2.4); example: "Dedicated access for Module 2 services (i.e., DS0, DS1, DS3, OCx access facilities)". When will an Addendum be released to complete Section 7 with this requirement?

These services are to be priced out in Section 7-B, table 6.2.3.a and table 6.2.10.

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